



# **BONDED WAREHOUSE REGULATIONS**

**SALZBURG AIRPORT  
W.A. MOZART**

# **BONDED WAREHOUSE REGULATIONS**

## **SALZBURG AIRPORT "W.A. MOZART"**

In force as per April 1<sup>st</sup> 2019

TRANSLATION ONLY  
THE GERMAN TEXT SHALL PREVAIL

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## Bonded Warehouse Regulations

### Part I

# General Regulations

## I. General Provisions

- I.1. At Salzburg Airport there exists a governmentally authorized Bonded Warehouse. The storekeeper shall be Salzburger Flughafen GmbH (SFG). It shall act through its authorized agent.
- I.2. The Bonded Warehouse shall be at the disposal of everybody under Customs Act provided that the bonded Warehouse regulations are respected. Based under the Art. 18 Customs Act from the EU Regulations (EU) Nr. 952/2013 (ZK)
- I.3. Goods of any kind may be stored in the Bonded Warehouse in course of their Transportation from or to territories outside the tariff justification provided that there do not exist any restrictive regulations (Bonded Warehouse Regulations Part I, item 6.2.2, 7.1.1 and 7.1.2, and 7.1.4.).
- I.4. Parts of the bonded Warehouse which are put at the exclusive disposal of an enterprise by Salzburger Flughafen GmbH shall – notwithstanding any other agreements made – be subject to the regulations of the Bonded version valid at the time. The liability resulting therefrom for the Salzburger Flughafen GmbH as storekeeper of the Bonded Warehouse a respective part of the warehouse.  
The latter shall be liable vis-à-vis Salzburger Flughafen GmbH to the same extent to which Salzburger Flughafen GmbH is made responsible by the government authority an account of a conduct in violation of the decree.
- I.5. The method of treating goods in the bonded warehouse designated as reliable in the Customs Act as well as the procedural facilitations provided therein can only be carried out by the storekeeper (Salzburger Flughafen GmbH) and with the latter's approval, respectively.
- I.6. Access to the Bonded Warehouse shall on principle be permitted only to the storekeeper as well as to the Customs Administration. Authorisation for access can be given by the storekeeper to certain persons, who, within the framework of the activities conferred to them, have to perform some duties in individual parts of the warehouse.  
  
(Customs regulations and EU-Regulation NR. 2015/1998 have to be considered before access is granted)  
The instructions of the storekeeper have to be observed immediately and absolutely. Any authorization of access to the warehouse can be withdrawn by the storekeeper at any time.
- I.7. All persons using or visiting the facilities and installations of the warehouse as well as drivers and passengers of vehicles which deliver or pick up goods shall submit themselves to these Bonded Warehouse Regulations. The latter shall be posted at the Salzburger Flughafen GmbH customer counter. Besides, the provisions of the Civil

Aerodrome Conditions of use shall be applicable to their full extent for all of these persons.

- 1.8. The use of equipment or vehicles of any kind in the area of the Bonded Warehouse shall require the explicit approval of Salzburger Flughafen GmbH and shall be permitted only to the persons specifically authorized there to by Salzburger Flughafen GmbH while respecting the traffic and security regulations valid at the time and may be cancelled by the storekeeper at any time without stating reasons.
- 1.9. The person authorized to dispose of the goods stored shall be responsible for any damage which he or any third party entering the warehouse at his instigation may cause to the storekeeper or any other person depositing goods. The person authorized to dispose of the goods shall be the holder of the warehouse receipt.
- 1.10. The storekeeper shall reserve the right to determine the operating hours of the Bonded Warehouse taking into consideration the respective circumstances and to post them at the Salzburger Flughafen GmbH customer office.
- 1.11. The storekeeper shall endeavor to carry out the handling and delivery of goods stored as quickly as possible, taking into consideration the circumstances. Any date or time that might have possibly been mentioned shall not be construed to be a binding promise.
- 1.12. The Bonded Warehouse Regulations are based on the Austrian Government Regulations excepted to the United Nations Convention on Contracts for the International Sale of Goods, Place of jurisdiction is Salzburg.

## **2 Store-Rooms**

- 2.1. Under the provision of Art. I the person depositing goods shall be allowed to inspect the store-rooms or have them inspected. Reclamations against the storage of the goods or against the selection of the store-room shall have to be made immediately. If the person depositing the goods does not avail himself of the right of inspection, he shall waive any objections to the kind of accommodation as far as the selection of the store-room and the accommodation of the goods have been made while respecting the care of an ordinary storekeeper.
- 2.2. The storekeeper shall inform the person depositing goods about the storage area of his goods by notation on the bearing sheet. If the person depositing the goods does not avail himself of the right of appeal, he shall waive any objections to the kind of accommodation as far as the selection of the storage-area and the accommodation of the goods have been made while respecting the care of an ordinary storekeeper.

- 2.3. The storekeeper shall be obliged to secure or guard store-rooms only if these store-rooms are his own and if the securing and guarding are advisable and customary in the place considering all circumstances.

### **3. Liability**

- 3.1. The storekeeper shall be obliged to carry out this duties with the usual care of an ordinary business man. He shall be liable in all his activities on principle only in case of negligence under the following provisions:
- 3.2. The liability of the storekeeper in case of loss or damage of goods stored shall be limited to EUR 35.00 per Kilogramm, however to a maximum of EUR 100.000,00 per shipment stored, unless it can be proofed that the storekeeper has acted with intent or gross negligence. It shall be possible to agree a higher liability with the storekeeper by means of a valuable cargo warehouse acceptance receipt and payment of a charge resulting therefrom (Part II, item 4.2.2.). The storekeeper shall not be liable if the loss and damage has been caused by circumstances which it was impossible to avoid with the care of an ordinary business man.

It shall however not be permitted to object that the storekeeper ought to have known the value of the goods by some other way. If the person authorized to dispose of the goods stored proofs however that the damage was caused by circumstances other than omitting to indicate the value or would have been caused even if the value had been indicated this exclusion of liability shall not be applicable.

- 3.3. For the rest the storekeeper shall be liable only up to the value of the goods stored even if it can be proved that he acted with intent or gross negligence. He shall not be liable, neither directly or indirectly, for reduction in value, lost profit or delays and expenses caused by the delay. The calculation of the damage to part of a good which for itself has a value of its own, or in case of damage to a good which forms part of several goods belonging together, a possible reduction in value of the remainder of the goods or the remaining parts of the good or goods shall not be taken into consideration. In all cases in which the amount of damage reaches the full common value of the good, the storekeeper shall be obliged to pay only hand on hand in exchange for the transfer of ownership of the good and cession of claims which the person depositing the goods or the receiver of payment has with respect to the good against third parties.
- 3.4. The storekeeper shall be free from any responsibility if he delivers the good to the person authorized to dispose of the goods stored in the same external condition in which he has received it.
- 3.5. A loss noticed or a damage which can be recognized externally shall have to be reported immediately to the storekeeper and ascertained by means of a damage report. This damage report shall serve exclusively for giving an account of the facts and shall not constitute any admission of fault by the storekeeper. The unconditional acceptance of

the good by the person authorized to dispose of the goods stored or his representative shall be proof, until the contrary is proofed, for the fact that the good has been delivered in perfect conditions.

- 3.6. If a damage is reported later than the goods are handed over and the damage can not be examined by the storekeeper, out of which reasons ever, the storekeeper shall be free from any liability. The damage shall have to be reported in writing.
- 3.7. In case that goods, with the knowledge of the person depositing same, are stored in the open, or because of their nature and/or size can only be stored in the open, the storekeeper shall be free from liability for damages resulting from such a storage and which cannot be attributed to weather conditions. If under certain circumstances a damage could have resulted from the storage in the open it shall be assumed that it has resulted from this risk.
- 3.8. If the person authorized to dispose of the goods stored in any way manipulates the good stored he shall have to hand over the good to the storekeeper in a orderly state thereafter unless the good has to be transported away after customs inspection and clearance immediately after being manipulated.
- 3.9. Liability shall be excluded:
  - 3.9.1. for damages to non-packed goods as well as goods not orderly or deficiently packed if a packing is customary and/or necessary considering the nature of the goods, unless a written agreement on the liability has been concluded previously;
  - 3.9.2. for damages which are the direct or indirect result of vis major (fire, explosion, sabotage, etc.);
  - 3.9.3. for damages which are the direct or indirect result of weather conditions of any kind;
  - 3.9.4. for damages caused to the goods stored as a result of the effect of other goods stored;
  - 3.9.5. for damages caused by rats, mice, moths or other insects as well as by contamination by animals;
  - 3.9.6. for damages caused by inherent deterioration (leaking, breakage, rust, drying up, mould, rottenness or similar) or through the natural or particular state of the good stored or its packing or wrapping;
  - 3.9.7. for damages caused by theft under Art. 127 ff, by robbery under Art. 142 ff, or by black-mailing under Art. 144 ff of the Austrian Penal Code.
- 3.10. If, under the circumstances, a damage could have resulted from one of these above mentioned risks it shall be assumed that it has resulted from this risk.

The storekeeper shall only be able to refer to these exclusions of liability if it cannot be proved that he acted with intent or gross negligence.

- 3.11. A possible liability of the storekeeper on account of other imperative legal rules shall not be affected by the above provisions.

#### **4. Prescription**

- 4.1. The claims against the storekeeper on account of loss, decrease in value, damage or delayed delivery of the goods shall become invalid by prescription within one year (Art. 423 in connection with Art. 414 of the Austrian Commercial Code).
- 4.2. In case of damage or decrease in value, prescription shall begin with lapse of the day on which the goods were delivered; in case of complete loss with lapse of the day on which the storekeeper notified the person depositing the goods and/or the person authorized to dispose of the goods stored of the loss and /or on which the loss is reported to the storekeeper by the person depositing the good and/or the person authorized to dispose of the goods stored; in case of delayed delivery with lapse of the day on which delivery ought to have been effected.

#### **5. Storage Fee**

- 5.1. A fee shall be payable by the person authorized to dispose of the goods stored for the use of the Bonded Warehouse facilities and installations at Salzburg Flughafen GmbH, the amount of which is shown in the list published at the time ( see Part II of these Bonded Warehouse Regulations)
- 5.2. Should the service rates be changed during the time of storage the fee shall be payable according to the old rates until the day prior to the coming into force of the change, and according to the new rates as from the day of coming in force of the change.
- 5.3. The storage fee shall become due:
- 5.3.1. upon delivery of the good
- 5.3.2. when the storage fee incurred has reached an amount equal to the value of the good.

#### **6 Import Warehouse**

- 6.1. The import warehouse shall be part of the Bonded Warehouse. The provision of Art. I of these Bonded Warehouse Regulations shall have to be observed.
- 6.2. Deposition in and withdrawal from the warehouse

6.2.1. The goods shall be deposited in the warehouse upon request of the person authorized to dispose of the goods stored, who shall have to present to the Customs Office the goods and the documents at the same time. The depositing of goods arriving by aircraft or Service Vehicle (Truck..) shall be checked based on the air cargo manifest.

6.2.2. Whether goods will be accepted for storage or not shall depend on the extent of the storage rooms, facilities, installations and manpower available to the storekeeper. It shall be possible to restrict acceptance to certain kinds of goods and /or shipments. In particular it can be refused to store goods which are not packed according to the respective regulations (IATA, UN-ICAO, national regulations) or which are damaged or which require certain warehouse installations which are not provided by the storekeeper. These are special nominated.

Should damages become apparent only during storage, the person authorized to dispose of the goods stored shall have to take care that respective measures are taken.

Furthermore, should, in the course of treatment of goods in the Bonded Warehouse , it be found that a good for which the Regulations for Dangerous Goods (ICAO, IATA) are to be applied, has not been duly declared as dangerous good on the occasion of it being deposited in the bonded warehouse, then the good shall be duly relocated in the bonded warehouse or transferred to a specific outside airport warehouse under the respective regulations at the cost and risk of the person authorized to dispose of the goods.

6.2.3. When requesting delivery of goods, the warehouse acceptance receipt (delivery order) or the airwaybill, containing the respective details (warehouse reference no.; LP-no.; consignee etc.), shall have to be presented.

The document shall have to show without any doubt who requests the delivery of the shipment and who bears the cost to be charged respectively.

The storekeeper shall retain the right of choosing the means by which the goods are transported (pallet, luggage cart, etc.).

6.2.4. The liability of the storekeeper in the import warehouse shall begin with the handing over and taking over, respectively, of the good at the gate of the warehouse no matter whether the goods have unloaded from the means of transportation by Salzburger Flughafen GmbH personnel or not.

6.2.5. The goods can only be removed from the warehouse if they have been cleared by customs.

6.2.6. As a rule the goods shall be deposited in and/or removed from the warehouse in the order in which requests have been made with the respective unit. In this connection it is referred to Point I.11 of the Bonded Warehouse Regulations.

6.2.7. The storekeeper shall not be obliged to authenticate the signature on the documents concerning the good or to check the authorisation for the signing.

### 6.3. Limitation of storage period

6.3.1. After lapse of a storage period of four weeks the person authorized to dispose of the goods stored can be charged with the storage cost incurred until that time.

6.3.2. Moreover, the storekeeper shall reserve the right to make an intermediate account.

### 6.4. Keeping of records in the Bonded Warehouse

6.4.1. The person accepting the goods shall upon request be obliged to provide information to the storekeeper on the settling of customs formalities of a certain shipment.

6.4.2. In case the person who has accepted the goods cannot proof that these goods being in his custody have been dealt with properly by him, he shall have to reimburse the storekeeper for the expenses to be paid to the customs authority as well as handling costs.

## 7 Special Warehouse Facilities

7.1. The person authorized to dispose of the goods stored shall oblige himself to observe the following provisions for the storing of special shipments and to request the type of storing required in the individual case:

7.1.1. Radioactive material can not be stored (at the current time)

7.1.2. For the storage of perishable goods a cold storage room and a refrigerator and a freezer shall be provided. Goods can only be stored in this area if sufficient space is available. The person authorized to dispose of the goods stored shall be obliged to advise the necessary storing temperature when making the request. If a different storage place is noted on the document of storage by the storekeeper this shall be deemed to be a notification (see para 2.2.)

If the volume of the perishable goods to be stored exceeds the free cooling room capacity available, the person authorized to dispose of the goods stored shall have to take care himself that the good will be accommodated in a sufficient large coldstore.

7.1.3. In case of shipments being cooled with dry ice, the storekeeper shall reserve the right to store same outside closed rooms for safety reasons (formation of carbon dioxide)

- 7.1.4. Two safes are available for storage of valuable cargo. The request for storage can only be met to the extent to which storage capacity is available. The provisions of para. 3.2. of these Bonded Warehouse Regulations shall have to be observed.

For any valuable cargo arriving at Salzburg Airport, the person depositing the goods shall have to prompt the issuance of a cargo acceptance receipt immediately upon arrival. The storekeeper shall be liable only for the value agreed upon with him under exclusion of the limits of liability under para. 3.2. to this agreed value is to be indicated on the warehouse receipt and confirmed by signature (see Part II para.1.13.). A copy of the warehouse acceptance receipt shall be handed over to the person authorized to dispose of the goods stored. The valuable cargo shall be handed over to the bearer of this copy, if it is presented to the storekeeper (together with a copy of the airwaybill or the warehouse acceptance receipt). The storekeeper shall reserve the right to make additional arrangements concerning the treatment of valuable cargo, if necessary, and/or to take special measures in case of very high values, with possible additional costs (e.g. additional insurance premiums) being charged to the person authorized to dispose of the goods stored.

- 7.2. For the use of the special warehouse facilities a surcharge shall have to be paid, the amount of which shall be shown in the rates valid at the time.
- 7.3. Also for special warehouse facilities the provisions of Art.3 shall apply.

## **8 Export Warehouse**

- 8.1. The storekeeper shall take over the goods delivered for export as from the time the goods are presented at the customs border having been cleared through customs together with the customs document and the air waybill in his capacity as person employed in performing an obligation of the airfreight carrier and as from this point of time he shall be responsible for the goods taken over vis-à-vis the airfreight carrier only.
- 8.2. When the export goods cleared through customs are handed over for being taken over into the export warehouse the person authorized to dispose of the goods stored shall have to be present.
- 8.3. Access to that part of the export warehouse in which the export goods already cleared through customs are assembled for loading shall be granted only with the approval of the storekeeper for justified reasons.





Bonded Warehouse Regulations

II. Teil

**Charges Regulations**

## ABKÜRZUNGEN

kg	-	Kilogramm
MTOW	-	Höchstabfluggewicht/ Maximum Takeoff Weight
LFZ	-	Luftfahrzeug/Aircraft
RFS	-	Road Feeder Service
MWST	-	Mehrwertsteuer / VAT
EUR	-	EURO
LP-Nr.	-	Lagerpostnummer/Warehouse Reference Number
NVD	-	ohne Wertangabe/ without a stated value
ZK	-	Zollkodex/Austrian Customs Code

## **I. General Provisions**

- I.1. A fee shall be payable for the use of the facilities and installations of SFG serving the handling and/or storage of freight.
- I.2. All charges shall be invoiced in EURO (EUR).
- I.3. All prices shall be net without VAT.
- I.4. The charges shall be payable in cash. Any other due date (such as e.g. the establishment of a customer account) shall need the agreement in writing of SFG.
- I.5. SFG shall reserve the right to refuse the establishment of a customer account without stating reasons or to close such a customer account.
- I.6. The counter-balancing of unpaid of the person obliged to pay against SFG with the latter`s claim shall not be permitted unless
  - a) SFG becomes insolvent and the counter-claim would become part of the bankruptcy estate
  - b) there exists a legally valid judgement against the counter claim;
  - c) SFG has recognized the counter-claim.
- I.7. If the weight of a good is taken as basis of calculation it shall be rounded up to full kilograms.
- I.8. All vehicle and equipment shall on principle be provided only together with personnel of SFG. The cost of these personnel shall be contained in the fees for this service.
- I.9. The fees for the provision of personnel, equipment and material shall depend on the respective valid rates posted at the SFG cargo office. Workers can be provided only subject to availability. In case extensive work has to be carried out, a requirement has to be made in time to dispose sufficient staff to be taken care of.
- I.10. For services rendered by SFG (e.g. pallet loading, assembly of small consignments, etc.) the effective cost shall be charged in case of flight cancellations.
- I.11. The basis of calculation for services rendered and equipment shall be:  
1/4 hour (=1/4 hour or part thereof), 100 kg (=100 kg or part thereof), one day (=calendar day or part thereof), m<sup>2</sup> (square meter), kg, one piece, one shipment and/or one operation, etc.
- I.12. For goods which upon request of the person authorized to dispose of the goods stored are destroyed under the supervision of the Customs Office or surrendered to the Federal Republic of Austria, the storage fees incurred until that time as well as any possible handling costs shall be payable by the party ordering.

- I.13. If no value is declared when using a storage room for valuable cargo on the occasion of depositing the same, the storekeepers liability shall be limited to EUR 31,25/kg.

<u>Type of Service</u>	<u>Basis for Calculation</u>	<u>Amount EUR/€</u>
<b>2. Charges for personnel, equipment and material</b>		
2.1.	In case personnel is provided the charge shall be:	
2.1.1.	Loader	per 1/2 hour 26.24
	Officeclerk	per 1/2 hour 36.74
2.2.	In case equipment is provided	
2.2.1.	Fork-lift	Per ¼ hour 29.39
2.3.	Material	
2.3.1	Foils	per meter 3.09
2.3.2	Wooden planks	per meter 2.06
<b>3. Handling Fee negligence</b>		
3.1	With the exception of transfer shipments which are sent under the same waybill number by air, the fee shall be payable for each incoming shipment, which is recorded in the warehouse inventory by means of the warehouse reference/LP sub-number.	
<b>General merchandise</b>		
<b>Up to</b>	10kg	11.12
	100kg	21.93
<b>from</b>	100kg	per additional 100kg 14.18
	500kg	per additional 100kg 11.93
	1000kg	per additional 100kg 10.81
	2000kg	per additional 100kg 10.30
	5000kg	per additional 100kg 6.32

<u>Type of Service</u>	<u>Basis for Calculation</u>	<u>Amount EUR/€</u>
<b>4. Storage Fee</b>		
4.1. General Warehouse		
4.1.1. Arrival Day <sup>1</sup>		
4.1.2. Amount from 1st to 5th day,	100 kg	2.20
from 6th day per day	100 kg	3.05
4.2. In the special warehouse facility		
4.2.1. For the use of cool-storage rooms the Following shall be charged irrespective of the charges under para. 5.1.:		
Cooling room per 50 kg and	Calendar day	7.87
Freezer room per 50 kg and	Calendar day	14.38
4.2.2. For the use of valuable cargo depot The following rates shall be charged, irrespective of the charges under para 4.1 With a declared value of €		
to 18.000,00	per calendar day	2.83
18.001,00 to 36.000,00	per calendar day	5.35
36.001,00 to 72.000,00	per calendar day	9.97
over 72.001,00	per calendar day	0,2‰ of the declared value
However a minimum rate	per shipment	10.29
In case the value exceeds € 1,000.00,00 additional insurance premiums and additional charges shall be payable (see para. 7.2. of the Bonded Warehouse Regulations Part I)		

<sup>1</sup> The arrival day and the following day, including subsequent Saturdays, Sundays and national Holiday, are free of storage charge. Expenses under para. 5.2. shall be excepted from this regulation.

<u>Type of Service</u>	<u>Basis for Calculation</u>	<u>Amount EUR/€</u>
<b>5. Warehouse Handling</b>		
5.1. Splitting up of consolidation shipments		
5.1.1. Customs-related division in E-Customs	per shipment	28.02
5.1.2. For a physical splitting	actual expenditure	According to tariff
<b>6. Transfer of Freight</b>		
6.1. Transport of unaccompanied baggage and/or cargo from passenger terminal to warehouse The fee shall be	per shipment	26.24
<b>7. Performance and Clearing overview RFS and Flights</b>		
7.1.1. Pallets or Container (ULD) build up/off Including documentation However a minimum rate per	kg ULD	0.115 45.130
7.1.2. Truck-loading/onloading (bulk shipments) Including documentation However a minimum rate per	kg Truck	0.115 57,720
7.1.3. Manifest issuing	Manifest	81.86
7.1.4. Completion of T- Document Preparation of T- Document Including customs Seal	Per process Per process	17.32 31.94
7.1.5 DG – Check, Re-Check From 2 <sup>nd</sup> piece	per Shipment per piece	104.95 6.30

<u>Type of Service</u>	<u>Basis for calculation</u>	<u>Amount EUR/€</u>
7.1.6. DG – Check, Re-Check Without Shippers Declaration	per Shipment	43.22
7.1.7. ULD stuck or BUP Units Loading or Unloading	per ULD	38.83
<b>8. Loading and/or unloading of trucks</b>		
8.1 Terminal using charge: The charge for the using of the terminal is		
Per small truck up to 3,50 to	per process	30.44
Per truck or swapbody	per process	89.20
Per truck with draw	per process	156.38
Per artic trailer	per process	119.64
8.2 Charging of personnel and equipment Under Art 2. Per vehicle according to Actual expenses		
<b>9. Screening</b>		
Billing is per H-AWB (Consolidated) or M-AWB in case of single shipment.	Kg	0,08
	Minimum 0 to 50	6.00
	51 bis 100	8.00
	Maximum	160.00
<b>10. Special Costs</b>		
Special costs for extra outlay and expenses (e.g.: special waste disposal, etc.) will be charged to the person causing these.		

